

MIDDLESEX UNIVERSITY

STUDENT REFUND AND COMPENSATION POLICY

1.0 INTRODUCTION

- 1.1 Middlesex University is committed to providing a high quality educational experience, fully supported by a range of academic and administrative services and facilities. The University welcomes the opportunity to correct mistakes, clarify misunderstandings and to respond positively and constructively on any occasion when a student feels the need to express dissatisfaction with a particular service or other aspect of the University's provision.

2.0 PURPOSE

- 2.1 This policy is based on the principles of fairness and transparency and is in keeping with the UK Quality Code, and the Office of the Independent Adjudicator for Higher Education's good practice framework for handling Complaints and Academic Appeals. This Policy will apply under the following circumstances:

A student has submitted an application through the Student Complaints and Grievance Procedure;

A student is seeking compensation for accommodation and maintenance costs and lost time where it is not possible to preserve continuation of study;

A student is seeking compensation for tuition, accommodation and maintenance costs where a student has to transfer courses or provider.

And covers:

Refunds for students who pay their own tuition fees;

Refunds for students whose tuition fees are paid by a sponsor;

Payment of additional travel costs for students affected by a change in the location of their course;

Commitments to honour student bursaries.

3.0 PROCESS

- 3.1 The University is committed to ensuring that all students have the opportunity to complete their programme, and to receive the appropriate learning opportunities set out as part of the programme offer and in terms and conditions. The University encourages students to inform the University where there is any cause for concern, and the University's Student Complaints and Grievance Procedure exists to enable students to make complaints about such matters.
- 3.2 Specific arrangements for circumstances relating to students affected by a change in location, in programme or provider, or withdrawal of a programme are set out below (paras 8-10). If a student believes that this process has not been followed, they should in the first instance follow the University Student Complaints and Grievance Procedures [https://www.mdx.ac.uk/__data/assets/pdf_file/0019/444610/Regulations-2017-18-Final-2.pdf]

4.0. KEY DEFINITIONS

For the purpose of this policy, the following definitions apply:

A **refund** relates to the repayment of sums paid by a student to the university or a reduction in an appropriate amount of sums owed in future by the student to the university. This could include tuition fees, other course costs, accommodation costs.

Compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for wasted out-of-pocket expenses they have incurred which were paid to someone other than the university (such as travel costs) or (b) the amount needed to put the student in the position they would have been in had the university fully discharged its duties.

5.0 REGULATORY FRAMEWORK

- 5.1 This policy is written in recognition of the following regulatory framework
Statutory responsibilities

continues to be available, via Unihelp and the Progression and Support team, who provide specialist advice and guidance on study options.

- 9.3 In the unlikely event that a change of location or provider is required, the University will make arrangements to ensure that students have the opportunity to complete their programme by working with an alternative provider to provide teaching or other services. Consideration of compensation arrangements will be given in these circumstances. Students may be entitled to claim travel expenses, but the amount they will actually receive will be calculated according to the difference in the cost between travelling to their base and to the alternative location.

10.0 WITHDRAWAL OF A PROGRAMME

- 10.1 In the event that the University withdraws a programme on which students are currently registered, the University is committed to preserving continuation of study to enable all students to complete their programme. The University will communicate with all students affected by a prospective programme withdrawal and ensure teaching and other resources continue to be provided.
- 10.2 Where this is not possible for individual modules or years of study the University will work with students to confirm their options in relation to transfer to other programmes or modules and ensure dedicated academic and professional services support continues to be available, via Unihelp and the Progression and Support team, who provide specialist advice and guidance on study options.
- 10.3 In the unlikely event that no alternative arrangements can be made, the University will refund tuition fees based on the proportion of completed study time and according to the arrangements set out in section 11. Consideration of compensation arrangements will be given in these circumstances – see section 7.0.

11.0 TUITION FEE REFUND

- 11.1 Tuition fee charges are determined on the basis of enrolment status and not actual attendance. This means that if a student stops attending, but does not formally withdraw or interrupt, they will be liable for tuition fees until the date at which they officially notify the University, or are withdrawn from the programme.
- 11.2 Students deciding to withdraw from a course must notify [UniHelp](#) in writing of their decision. In the absence of written notification of withdrawal a student shall be assumed to be in attendance, subject to the attendance regulations [https://www.mdx.ac.uk/__data/assets/pdf_file/0019/444610/Regulations-2017-18-Final-2.pdf], and as such liable for the payment of tuition fees for the academic year. Once a student receives confirmation of their withdrawal having been accepted and approved they should proceed to complete a Student Refund Form (See section 13.0).
- 11.3 It is important that students are aware of the financial implications of withdrawing during the course of the academic year. Withdrawal deadlines for all students and conditions under which Tuition Fee deposits can be refunded can be found in the [Student Financial Regulations](#).

12.0 RIGHT TO CANCEL

- 12.1 If for any reason the student changes their mind about joining the University after they have accepted our offer (which is the point when the contract to study with us is formed), the student is entitled to cancel their contract for a period of 14 days starting on the day after they accepted our offer for an academic programme. To meet the cancellation deadline, it is sufficient for the student to send their communication in writing to UniHelp concerning their exercise of the right to cancel before the cancellation period has expired.
- 12.2 If the student has cancelled their contract in accordance with the above, the University will reimburse to the student all payments received from them in respect of the cancelled contract. The University will make the reimbursement using the same means of payment as the student used for the initial transaction, unless the student has expressly agreed with us otherwise.

